

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION**

The St. Andrews Townhomes)	Case No.: 04:09-CV-00382-TLW-TER
Homeowners' Association, Inc. and)	
St. Andrews Townhomes Horizontal)	
Property Regime,)	
Plaintiffs,)	
)	
v.)	PLAINTIFFS ANSWERS
)	TO LOCAL CIVIL RULE
Beazer Homes USA, Inc.,)	26.03 INTERROGATORIES
)	
Defendant.)	
)	
<hr/> Beazer Homes Corp.,)	
)	
Third Party Plaintiff,)	
)	
v.)	
)	
Accurate Electric, Inc.;)	
Arias Masonry, LLC, B & B Masonry, LLC a/k/a)	
Anchor Masonry; B & W Nursery & Landscaping,)	
Inc.; Concrete, Framing, Construction, Inc. a/k/a)	
CFC, Inc.; First Ocean Air, Inc.; Grand Strand)	
Roofing & Siding; Green Scape a/k/a Greenscaper,)	
Inc.; J.R. The Trim Team, LLC; Quick Professional)	
Painting; Right Way Construction, Inc.; RWG, Inc.;)	
Sam Eddings d/b/a Sam's Drywall; Sprouse's)	
Landscaping, Inc.; The Painter & Co.; and)	
Tropicana Pool Supply, Inc.,)	
)	
Defendants,)	
)	

The Plaintiffs, The St. Andrews Townhomes Homeowners' Association, Inc. and St. Andrews Townhomes Horizontal Property Regime, answers Local rule 26.03 Interrogatories, as follows:

(1) A short statement of the case:

ANSWER: The Plaintiff, The St. Andrews Horizontal Property Regime (hereinafter

occasionally referred to as “Regime”), is a horizontal property regime located in Horry County, South Carolina and is organized and existing pursuant to the laws of the State of South Carolina as provided for in the Horizontal Property Act found in Section 27-31-10, *et seq.*, Code of Laws of South Carolina (1976), as amended. This Regime was established by that Master Deed dated May 24, 2004 and recorded May 26, 2004 in the office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2739 at Page 851, *et seq.*, together with any and all amendments thereto.

The Plaintiff, The St. Andrews Townhomes Homeowners’ Association, Inc. (hereinafter occasionally referred to as “Association”) is a non-profit, eleemosynary corporation organized and existing pursuant to the laws of the State of South Carolina, with its only office and principal place of business being in Horry County, South Carolina. The Regime and the Association shall hereinafter collectively be referred to as the “Plaintiff” or the “Association.”

The Defendant, Beazer Homes Corp., Inc. (hereinafter occasionally referred to as “Beazer Homes” or “Beazer”), is a corporation organized and existing pursuant to the laws of one of the states in the United States and is the Surviving Corporation and Successor-in-Interest as the Developer to its wholly owned subsidiary corporation, Crossman Communities of North Carolina, Inc. Crossman Communities of North Carolina, Inc. was the Successor by Merger to River Oaks Golf Development Corporation and was the original Developer of the St. Andrews project. Beazer Homes, as the Surviving Corporation and Successor-in-interest to Crossman Communities of North Carolina, Inc., was, at all times relevant hereto, conducting business in Horry County, South Carolina as the Developer of the St. Andrews Townhomes Horizontal Property Regime and shall occasionally be referred to as the “Developer.” Developer did hold title to certain real estate in Horry County, South Carolina, which was developed into the St.

Andrews Townhomes Horizontal Property Regime condominium project. Beazer, as Developer, did develop, sell and market individual condominium units in the St. Andrews project and is responsible for the liabilities and debts of the Developer for paying any judgment rendered against the Developer and any obligations determined to be due by the Developer.

Beazer Homes, as the Surviving Corporation and Successor-in-Interest to Crossman Communities of North Carolina, Inc., is also the General Contractor for all aspects of the building and construction of the St. Andrews project. In its aforementioned position, Beazer was, and is, responsible as General Contractor for the construction of the St. Andrews project and is responsible for the liabilities and debts of the General Contractor and for paying any judgment rendered against it as the General Contractor or for the General Contractor responsibilities at the St. Andrews project.

On January 7, 2009, the Plaintiffs filed this lawsuit against the Defendant, Beazer Homes USA a/k/a Beazer Homes Corp., (“Beazer”) in the Horry county Court of Common Pleas. In their Complaint the Plaintiffs allege a number of construction defects resulting in substantial damage, decay, rot and deterioration to the project resulting in injuries and damages to the unit owners with in the project.

Thereafter, Beazer removed this matter to the USDC, (SC Florence Division), on or about February 13, 2009. On or about the same day, Defendant Beazer Homes USA, Inc. filed an Answer to the lawsuit and asserted that the proper Defendant was not Beazer Homes USA, Inc., but was Beazer Homes Corp. On or about March 5, 2009, Beazer Homes Corp., Inc. filed an Amended Answer and Third-Party Complaint naming all subcontractors that had a role in the project as Third-Party Defendants. On or about May 22, 2009, the Plaintiffs filed a Motion and Amended Summons and Complaint naming the Defendant designated in the Answer

of Beazer Homes, USA, Inc. as the new Defendant; namely, Beazer Homes Corp., Inc. The Amended Complaint also asserts direct causes of action against all subcontractors duly named as Third-Party Defendants in this case.

(2) The names of the fact witnesses likely to be called by the party and a brief summary of their expected testimony.

ANSWER:

Fred Goux, President
St. Andrews Townhomes HOA

David Sacash, Vice President, Treasurer
St. Andrews Townhomes HOA

Messrs. Goux and Sacash are Board Member and are expected to testify about their knowledge of the facts and circumstances related to the lawsuit.

Robert Klouman, ICare Property Management

Mr. Klouman, principal of the current property management company, ICARE Group, LLC. As such, he has limited knowledge about the matters and issues contained in the lawsuit, but will become minimally acquainted with the issues therein over time.

(3) The names and subject matter of expert witnesses.

ANSWER:

Derek A. Hodgin, P.E., RRO, RRC, RWC, CDT
Construction Science and Engineering, Inc.
218 East Main Street
Westminster, SC 29693

H. Ross Clemens, AIA, NCARB, CDT
Construction Science and Engineering, Inc.
218 East Main Street
Westminster, SC 29693

R.T. Harris, P.E.
Construction Science and Engineering, Inc.
218 East Main Street
Westminster, SC 29692

Mr. Hodgin, Mr. Clemens and Mr. Harris are prepared to testify with regard to the repair and reconstruction work undertaken by the Defendants and the numerous construction deficiencies relative to the same. They have provided a written report that has been previously made available and submitted to all counsel of records.

Steve Watkins and JR Watkins
Watkins Services, Inc.
360 Old Socastee Hwy
P.O. Box 1859
Myrtle Beach, SC 29578

Watkins Services was hired to assist in the destructive testing and deficient construction investigation and, as a result, has knowledge about the matters and things alleged in the Complaint No reports have been prepared

Plaintiff reserves the right to use any other witnesses identified by any party in Answers to Interrogatories or otherwise.

No written or recorded statements have been taken from any of the witnesses other than the reports and narratives prepared by Construction Science and Engineering.

(4) A summary of the claims or defenses with statutory and/or case citations supporting the same.

ANSWER: The Plaintiffs, The St. Andrews Townhomes HOA, Inc. and St. Andrews Townhomes Horizontal Property Regime, have alleged the follow:

- Negligence/General Contractor
- Breach of Express and Implied Warranty General Contractor
- Negligence/Developer
- Breach of Implied Warranties and Habitability and Fitness for Particular Purpose/Developer
- Breach of Express Warranty/Developer
- Breach of Fiduciary Duty/Developer
- Negligence/Accurate Electric, Arias Masonry, B&B Masonry, B&W Nursery CFC, Concrete Placement, First Ocean Air, Grand Strand Roofing & Siding, Green Scape, JR. Trim, Quick Painting, Right Way Construction, RWG, Sam's Drywall, Sprouse's Landscaping, The Painter & Co. and Tropicana
- Breach of Implied Warranties/ Accurate Electric, Arias Masonry, B&B Masonry, B&W Nursery CFC, Concrete Placement, First Ocean Air, Grand Strand Roofing & Siding, Green Scape, JR. Trim, Quick Painting,

Right Way Construction, RWG, Sam's Drywall, Sprouse's Landscaping,
The Painter & Co. and Tropicana

Case law, statutes, and other authority will be supplemented after the parties have been afforded an opportunity for adequate discovery.

(5) Proposed dates for the following deadlines listed in Local Civil Rule 16.02:

(a) Exchange of Fed.R.Civ.P.26a(2) expert disclosures.

(b) Completion of discovery.

ANSWER: Please see the proposed the Joint Rule 26(f) Report and the Joint Discovery Plan filed with the Court.

(6) Any special circumstances which would affect the time frames applied in preparing the scheduling order. See generally Local Civil Rule 16.02(C) (Content of Scheduling Order):

ANSWER: None at this time.

(7) Any additional information requested in the Pre-Scheduling order (Local Civil Rule 16.01) or otherwise requested by the assigned Judge:

ANSWER: Not applicable.

Respectfully submitted this 24th day of July, 2009,

/s/ Luther O. McCutchen, III, Esquire
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